

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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DORINA SOKOLOVSKY,

Plaintiff,

Case No.: 20-cv-04116

-against-

OORAH, INC.; OORAH CATSKILL RETREAT LLC  
a/k/a “THE ZONE”; and GITTIE SHEINKOPF,

**ANSWER TO  
CROSS-CLAIMS**

Defendants.

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OORAH, INC.; OORAH CATSKILL RETREAT LLC  
a/k/a “THE ZONE,”

Defendants/Third-Party Plaintiffs,

-against-

MARVIN AND BATSHEVA KOHN,

Third-Party Defendants.

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Defendant Gittie Sheinkopf (“Defendant”), by and through her attorneys, Twersky PLLC,  
as and for her Answer (“Answer”) to Co-Defendant Oorah, Inc. and Oorah Catskill Retreat LLC  
a/k/a “The Zone’s” (“Co-Defendants”) Cross-Claims, dated October 8, 2020 (“Cross-Claims”),  
states as follows:

**AS AND FOR A FIRST CROSS-CLAIM  
AGAINST DEFENDANT, GITTIE SHEINKOPF**

1. Denies the truth of each and every allegation set forth in paragraph 157 of the Cross-Claims.
2. Denies the truth of each and every allegation set forth in paragraph 158 of the Cross-Claims.

**AS AND FOR A SECOND CROSS-CLAIM  
AGAINST DEFENDANT, GITTIE SHEINKOPF**

3. Denies the truth of each and every allegation set forth in paragraph 159 of the Cross-Claims.

4. Denies the truth of each and every allegation set forth in paragraph 160 of the Cross-Claims.

5. Denies the allegations against Gittie Sheinkopf contained in the Wherefore Clause following paragraph 160 of the Cross-Claims and otherwise denies that Co-Defendants are entitled to any of the relief they seek therein against Defendant Gittie Sheinkopf.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

6. Co-Defendant' Cross-Claims fail to state any legally cognizable claim or cause of action upon which relief can be granted, and therefore the Cross-Claims should be dismissed.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

7. Co-Defendants' claims are barred by the applicable statutes of limitations, and therefore the Cross-Claims should be dismissed.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

8. Co-Defendant cannot rely on the Child Victims' Act, as it is unconstitutional and improper, and therefore the Cross-Claims should be dismissed.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

9. Co-Defendants' claims are barred pursuant to the doctrine of "spoliation of evidence," and therefore the Cross-Claims should be dismissed.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

10. Co-Defendants' claims are barred pursuant to the doctrine of "unclean hands,"

and therefore the Cross-Claims should be dismissed.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

11. Co-Defendants' Cross-Claims fail to join all necessary parties, and therefore the Cross-Claims should be dismissed.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

12. Defendant Gittie Sheinkopf reserves the right to assert any and all other affirmative defenses that become known throughout the course of further discovery and/or investigation in this matter.

**JURY DEMAND**

13. Defendant Gitti Sheinkopf requests a trial by jury.

**AS AND FOR A FIRST CROSS-CLAIM AGAINST CO-DEFENDANTS  
OORAH, INC. AND OORAH CATSKILL RETREAT, LLC, a/k/a "THE ZONE"**  
(Indemnification Against All Co-Defendants)

14. If Defendant Gittie Sheinkopf is found liable as to Plaintiff for the injuries and damages set forth in Plaintiff's Verified Complaint, Co-Defendants Oorah, Inc. and Oorah Catskill Retreat, LLC, a/k/a "The Zone" will be jointly and severally liable to Defendant Gittie Sheinkopf and will be bound to fully indemnify and hold Defendant Gittie Sheinkopf harmless, in that Defendant Gittie Sheinkopf is entitled to common law and contractual indemnification, in whole or in part, from each of the Co-Defendants now or hereafter named herein, together with the costs and disbursements incurred in the defense of this action.

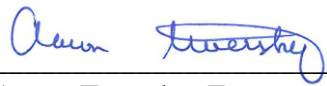
**AS AND FOR A SECOND CROSS-CLAIM AGAINST CO-DEFENDANTS  
OORAH, INC. AND OORAH CATSKILL RETREAT, LLC, a/k/a "THE ZONE"**  
(Contribution Against All Co-Defendants)

15. If the Plaintiff should recover a judgment against Defendant Gittie Sheinkopf, by

operation of law or otherwise, and if complete indemnification is not granted in furtherance of Defendant Gittie Sheinkopf's First Cross-Claim noted above, then Defendant Gittie Sheinkopf will be entitled to contribution over and against Co-Defendants Oorah, Inc. and Oorah Catskill Retreat, LLC, a/k/a "The Zone," their agents, servants and/or employees, by reason of their fault and/or liability for the amount of any such recovery, or a portion thereof, in accordance with principles of law regarding apportionment of fault and damages, along with costs, disbursements and reasonable expenses of the investigation and defense of this action, including reasonable attorneys' fees.

Dated: New York, New York  
January 13, 2020

**TWERSKY PLLC**

By:   
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*Attorneys for Defendant  
Gittie Sheinkopf*

To:

All Counsel (via ECF)